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**COUNTY OF LOS ANGELES  
COMMISSION ON HUMAN RELATIONS**

*Enriching lives through effective and caring service*

February 1, 2005

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH TELLEM WORLDWIDE  
FOR CONSULTANT SERVICES  
(ALL DISTRICTS AFFECTED; 3 VOTES REQUIRED)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Executive Director of the Los Angeles County Commission on Human Relations to sign an agreement with Tellem Worldwide ("Tellem"), substantially similar to Exhibit 1, for professional consulting services to be utilized by the Commission to develop media strategies and public education materials that assist community based agencies and communities in responding to and preventing hate crimes and hate incidents, bias and discrimination. The maximum contract amount from the period of Board approval through June 30, 2005, shall not exceed \$46,499.

**PURPOSE OF RECOMMENDED ACTION**

The purpose of the recommended action is to ensure that the Commission can fulfill its grant obligations to The California Endowment to provide critical media planning and development consultant resources to strengthen and broaden the scope and the effectiveness of its Hate Crime Victim Assistance and Advocacy Initiative partner agencies.

A county-wide infrastructure of six community-based agencies currently provides Los Angeles County with a network of community first responders to work with the Commission in providing critically needed hate crime victim assistance and advocacy services. Through funding

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provided by a grant from The California Endowment, the Commission will implement a two-pronged effort to further solidify the capacity of these agencies to proactively and effectively respond to hate crimes, bias and discrimination and the self-sustainability of their services.

First, the Commission will launch an extensive media advocacy training and technical assistance work plan to build the skills and capacity of community based agencies' staff to effectively work with the various media on specific issues, including preventing and responding to instances of bias, discrimination and hate violence. Hands-on basic training on media advocacy will be provided, along with follow-up technical one-on-one assistance. Mandatory media training for the six Hate Crime Victim Assistance and Advocacy Initiative partner agencies will be offered on topics including public speaking, preparing for interviews, and outreach to the ethnic media. Training shall also be offered to a range of other agencies with whom the Commission works on intergroup relations issues.

The Agreement also provides for media training for youth, with the goal of developing media literacy and advocacy capacity that effect change on school campuses. First priority for these trainings will be provided to youth serving on the Commission's Youth Advisory Team (Youth ACT), youth serving on "Get Real L.A." programs and youth enrolling in the Commission's new Campus Action Team program. Campus Action Teams will be comprised of youth at schools countywide recruited to create, nurture and maintain human relations clubs, activities and programs under the guidance of teachers or administrators.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended Board actions furthers the implementation of Strategic Plan programmatic goal 8 regarding "Public Safety" in that they provide an essential component in a comprehensive countywide response plan for terrorism, addressing the needs of those County residents who are most at-risk for scapegoating and hate violence in the aftermath of an attack anywhere in the U.S. The requested actions are also consistent with the County Organizational goal 2, "Organizational Effectiveness," by ensuring that service delivery systems for hate crime victims are efficient, effective, and goal-oriented (capacity-building component of the project).

### **FISCAL IMPACT/FINANCING**

This is the second and final disbursement of the FY 2002-2003 grant accepted by your Board from the California Endowment, for \$180,000, to conduct a Hate Crime Media

Campaign and Capacity Building Project. Your Board approved the first disbursement for \$120,000 in an Appropriation Adjustment on September 3, 2002. On October 19, 2004, your Board approved a second Appropriation Adjustment to reflect the remaining \$60,000 in grant funds for expenditures. This agreement for \$46,499 is financed in full by the October 19, 2004 Appropriation Adjustment. Upon the execution of this agreement, the October 19, 2004 Appropriation Adjustment will have an uncommitted balance of \$13,501.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 23, 2002, your Board authorized the Commission's Executive Director to execute an agreement with The California Endowment in order to receive a \$180,000 grant. Subsequently, your Board approved budget appropriations adjustments, increasing the Commission on Human Relations FY 2004-2005 services and supplies budget by \$120,000 and \$60,000, on September 3, 2002 and October 19, 2004, respectively. These actions were pursuant to the Commission's need for financial resources to move forward in accomplishing requirements of The California Endowment's grant award. By authorizing the Commission to enter into this agreement, the Board will enable the Commission to proactively pursue implementation of an effective media advocacy training program to better equip its partner agencies to combat hate crime, bias and discrimination within Los Angeles County.

On January 11, 2005, your Board approved agreements with the six Hate Crime Victim Assistance and Advocacy Initiative partner agencies, the Asian Pacific American Legal Center, the Coalition for Humane Immigrants Rights of Los Angeles, the Los Angeles Gay and Lesbian Center, the Muslim Public Affairs Council, the South Asian Network, and the Southern Christian Leadership Conference (Martin Luther King, Jr. Legacy Center). A deliverable for the agencies was their agreement to attend and participate in the various media workshops and training sessions to be provided by Tellem.

The agreement attached as Exhibit 1 has been approved as to form by County Counsel. The Chief Administrative Office has reviewed the proposed actions.

### **CONTRACTING PROCESS**

Tellem was selected through a Request for Information (RFI) process, released on September 13, 2004. The RFI was distributed through the County Office of Small Business website, the Commission's website and an email list of potential respondents, with a closing deadline of October 1, 2004. One component proposed a contract for the maximum amount of \$40,000, for design and implementation services involving a year-long media advocacy training and public education program for Commission Hate Crime Victim Assistance and Advocacy Initiative partner agencies and selected key

individuals. The second component proposed a contract for the maximum amount of \$10,000 for the design and implementation of media advocacy and literacy training for selected youth human relations leaders. However, due to time constraints, the training will take place in a five month span.

A total of five proposals were received in response to the RFI and were reviewed by a three-member panel comprised of County and private agency staff. Only two proposers had experience in media advocacy on a sustained, full-time basis and only one, Tellem Worldwide, presented both a comprehensive proposal for youth media advocacy and had the highest overall ratings for both components of the project based on an on-site interview, written clarifying questions, and a reference check.

### **IMPACT ON CURRENT PROJECTS**

This action will provide the Commission and the County with the assurance of ongoing availability of community resources that have the training and the capacity to work on the community's behalf in preventing hate crime and promoting positive intergroup relations, through workshop, seminars, media advocacy and public education efforts. Additionally, it will strengthen the community's capability for directly responding to and providing assistance and support to County residents who find themselves victims of hate incidents and hate crimes. In this way, the overall capacity of the County to leverage its limited fiscal resources for maintaining a position of preparedness is enhanced.

Respectfully submitted,

Robin S. Toma  
Executive Director  
Commission on Human Relations

RST:ES

Attachments (2)

- Tellem Worldwide Service Agreement
- April 23, 2002 Board-approved motion

c: Chief Administrative Officer  
Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller

**COUNTY OF LOS ANGELES  
HUMAN RELATIONS COMMISSION**

**SERVICES AGREEMENT**

This Agreement is made and entered in this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between:

THE COUNTY OF LOS ANGELES, hereinafter referred to as "County", AND  
Tellem Worldwide, a California Corporation, hereinafter referred to as "Contractor."

THE COUNTY AND CONTRACTOR agree as follows:

**I. CONTRACT ADMINISTRATION**

The Executive Director of the Human Relations Commission hereinafter referred to as "Executive Director" or "Director" or his designee shall have overall responsibility for administering this agreement. The Director or his designee shall have functional responsibility for administering this agreement.

**II. CONTRACTOR RESPONSIBILITY**

- A. The Contractor shall, in a satisfactory and proper manner, as reasonably determined by the Director or his/her designee, be responsible for performing necessary and requested functions and tasks associated with providing services for the Commission's Hate Crime Victim Assistance and Advocacy Initiative. Contractor's specific functions include the duties and responsibilities listed on Exhibit A, "Statement of Work", attached and incorporated in this agreement.
  - B. The Contractor shall report to the Director, or his designee, to review progress and accomplishments regarding contract deliverables.
  - C. All data collected and analyzed, and all work product produced under this contract, shall remain the property of the County and shall not be appropriated by the Contractor for private, or proprietary use.
  - D. Contractor is not an employee of the County and is not entitled to any benefits or rights of County employment.
1. TERM: This Agreement shall commence upon the date of Board approval, and shall continue in full force and effect through June 30, 2005. Notwithstanding the foregoing, this Agreement may be terminated, with or without cause, by either party, upon giving of at least thirty (30) days' advance written notice to the other party.

In any event, County may terminate this Agreement in accordance with Paragraphs 33, 34, 35 and 40 of this Agreement. County may also suspend the performance of services hereunder, in whole or in part by providing Contractor with written notice, specifying the extent to which services are to be suspended. County's notice shall also set forth the reasons for the suspension, and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination of this Agreement, Contractor shall:

- A. Immediately eliminate all new costs and expenses under this Agreement. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and any uncancellable obligations.
- B. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

- 2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit A attached hereto and incorporated herein by reference.
- 3. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, as set forth in Paragraph 1, the maximum obligation of County for all services provided hereunder shall not exceed \$46,499 (Forty Six Thousand Four Hundred and Ninety Nine).
- 4. BILLING AND PAYMENT:
  - A. Payment schedule: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit B (Payment Schedule), attached hereto and incorporated herein by reference, on billing forms provided by County. All billings shall accurately reflect and provide reasonable detail of the services for which claim is made. Contractor may only bill for those services actually provided.
  - B. County shall review invoices and pay Contractor within thirty (30) days following receipt of a complete and correct billing as provided in Exhibit B. In the event County, in its sole discretion, does not approve any charge, it shall provide Contractor an itemized statement of its objections to all or any portion of the bill.
  - C. County Audit Settlements:

- (1) If an audit conducted by Federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.
  - (2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor. However, in no event may the total amount paid to Contractor exceed the maximum contract sum, as provided in Paragraph 3, of this Agreement.
- D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from other governmental contracts or grants.
- E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph 3 of this Agreement.
- F. Withholding Payment:
- (1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may, at its sole discretion, withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.
  - (2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.
  - (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse relevant withheld payments on the next regular monthly claim for payment by Contractor.

- (4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement until proof of completion of such services is delivered to, and accepted by County.
    - (5) In addition to Subparagraphs (1) through (4) immediately above, the County may, at its sole discretion, withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this Agreement.
  - G. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.
- 5. RIGHT TO INSPECT: County reserves the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.
- 6. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:
  - A. Form of Business Organization: Contractor shall prepare and submit to Executive Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:
    - (1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.
    - (2) Articles of Incorporation and By-Laws.
    - (3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation).
    - (4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.
    - (5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.
    - (6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Executive Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.



B. Fiscal Disclosure: Contractor shall prepare and submit to Executive Director upon request, a statement executed by Contractor's duly constituted officers, containing the following information:

- (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.
- (2) If during the term of this Agreement, the form of the Contractor's business organization changes, or the ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Executive Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

7. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental disability, or sexual orientation.

Facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred

by Contractor to the Executive Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate governmental agency. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

8. NONDISCRIMINATION IN EMPLOYMENT:

- A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental disability, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental disability, or sexual orientation, in accordance with requirements of Federal and State laws.
  - (1) Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
  - (2) Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex,

age, condition of physical or mental disability, or sexual orientation, in accordance with requirements of Federal and State laws.

- (3) Contractor shall allow Federal, State, and County representatives, duly authorized by Executive Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- (4) If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Executive Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- (5) The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

9. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

10. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such

documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

11. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify Executive Director. Contractor shall provide the above set forth required information to Executive Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

12. INDEPENDENT CONTRACTOR STATUS:

- A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.
- C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.
- D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County

shall be signed by each employee of Contractor performing services under his Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to Exhibit B, attached hereto and incorporated herein by reference.

**13. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES**

**FOR EMPLOYMENT:** Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary of this Agreement.

**14. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT:**

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

**15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME**

**TAX CREDIT:** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**16. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:**

Contractor shall ensure that no employee performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

**17. RECORDS AND AUDITS:**

A. **Financial Records:** Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Executive Director. Such records shall clearly reflect

the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work-time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.
- (5) Personnel records which account for the total work-time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee time cards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

B. Preservation of Records: If following termination of this Agreement

Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Executive Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the financial records referred to hereinabove.

- C. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Executive Director and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).
- D. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be performed by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Commission no later than ninety (90) calendar days from the completion of the audit. The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.
- E. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel and facilities available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be

applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

- F. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Executive Director may suspend or County may immediately terminate this Agreement.

**18. REPORTS:**

- A. If Contractor hires employees, Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

- (1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.
- (2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Executive Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

- B. Contractor shall make other reports as required by Executive Director concerning Contractor's activities as they affect the Agreement duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

19. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

20. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials



utilized in association with this Agreement, shall have prior written approval from the Executive Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles.

Contractor further agrees that all products, including public announcements, literature, audiovisuals, and printed material developed or purchased by Contractor with County funds, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof. For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, flyers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

**21. COUNTY'S QUALITY ASSURANCE PLAN:** County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

**22. RESTRICTIONS ON LOBBYING:**

A. **Federal Certification and Disclosure Requirement:** If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall

ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

- B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Executive Director may suspend or County may immediately terminate this Agreement.

#### 23. CONFLICT OF INTEREST:

- A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.
- B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Executive Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

#### 24. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

- A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in

consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

- B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

**25. SUBCONTRACTING:**

- A. For purposes of this Agreement, Contractor is prohibited from subcontracting any part of this agreement.

**26. COMPLIANCE WITH APPLICABLE LAW:**

- A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.
- B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

**27. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS,**

**CERTIFICATES:** Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses,

permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County at any time during the term of this Agreement.

28. PURCHASES:

- A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.
- B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.
- C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety calendar days (90) following the effective date of this Agreement, Contractor shall provide Executive Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.
- D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Executive Director for

instructions for disposition of any such property which is worn out or unusable.

- E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Executive Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Executive Director's option, deliver any or all items of such property to a location designated by Executive Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

29. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

30. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

31. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: In order to perform services hereunder and only for the performance of such services, Executive Director, at his sole discretion, may authorize the Contractor to use and occupy on a non-exclusive basis space in the offices of County's Human Relations Commission, to be approved in writing by the Executive Director.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of

time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

- C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment, and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. These terms shall also apply to subcontractors/sub-consultants of County Contractors.

### 33. TERMINATION FOR INSOLVENCY AND DEFAULT:

- A. Termination For Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:
  - (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

- (2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;
- (3) The appointment of a Receiver or Trustee for Contractor;
- (4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

- (1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
- (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure. In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud

Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

35. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) working calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

36. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.



37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. RE-SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Commission shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

39. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Contractor shall submit to County's District Attorney ("DA") a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such

certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

40. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.
41. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.
42. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.
43. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.
44. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than

an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

45. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

46. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

47. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibit A  
Exhibit B

48. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

49. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this

Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Gene Stevenson, Los Angeles County Human Relations Commission, 320 W. Temple St. #1184, Los Angeles, CA 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

-Specifically identify this Agreement. - Clearly evidence all coverages required in this Agreement. - Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

-Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement. -- Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits: Contractor shall report to County:

- any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

Contractor providing evidence of insurance covering the activities of sub-contractors, or Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

III. Insurance Coverage Requirements:

A. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(1) Notification of Incidents, Claims or Suits: Contractor shall report to County:

- i. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- ii. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

- iii. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- iv. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(2) Compensation for County Costs: In the event that Contractor fails to comply with any of the Indemnification or Insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

i.

B. Insurance Coverage Requirements

(1) Automobile liability: Contractor shall submit proof of adequate auto liability insurance. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

50. CONTRACTOR'S OFFICE: Contractor's office is located at 11835 W. Olympic Blvd., Los Angeles, CA 90064. Contractor shall notify in writing County's Commission, of any change in its business address or business telephone number at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Commission, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

A. Notices: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage paid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Executive Director of the Commission shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

To County:

Robin S. Toma  
Executive Director  
Commission on Human Relations  
1184 Hall of Records  
320 West Temple Street  
Los Angeles, California 90012

To Contractor:

Susan M. Tellem  
Tellem Worldwide  
11835 W. Olympic Blvd.  
Suite 925E  
Los Angeles, CA 90064

IN WITNESS WHEREOF, the Board of Supervisors the County of Los Angeles, has caused this Agreement to be subscribed in its behalf by its Commission Executive Director and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

\_\_\_\_\_  
Robin S. Toma  
Executive Director  
Los Angeles County  
Commission on Human Relations

CONTRACTOR  
Tellem Worldwide

\_\_\_\_\_  
Name Date: \_\_\_\_\_

APPROVED AS TO FORM

Raymond G. Fortner  
County Counsel

By \_\_\_\_\_  
Deputy



## EXHIBIT A

### STATEMENT OF WORK

The Term of this Agreement shall begin on the date of Board of Supervisor approval and shall continue until June 30, 2005, unless sooner terminated. As part of this Agreement, Contractor shall perform the following Services and develop the following Deliverables for County:

#### **Media Training for Hate Crime Partners:**

##### **A. The Workshops**

1. Each workshop should be four hours in duration. Workshops will be held at a time mutually agreed upon by County and Contractor. At the County's sole discretion, workshops may be held in eight hour blocks (for example, two sequential workshops), with a one hour break for lunch.
2. At least one week prior to each workshop, Contractor will submit a proposed agenda for County's approval. The workshops should include the following elements:
  - Clearly identified goals
  - Hands-on activity/Rehearsing and critique in front of a camera and hot lights
  - Role play – mock interviews
  - Panel of reporters
  - How to develop and write basic press materials
  - Time for participants to interact
  - Takeaway handouts
3. Participants - Contractor shall be prepared to train 50 people per workshop session. Sign In sheets shall be collected at each workshop.
4. Workshop Topics:  
Workshop One: Basics: Planning to Evaluation
  - a. What, when and why:
  - b. Your options:
    - ?Why a news conference? What is the difference between a press conference and a news briefing?
    - How much planning time is required?
    - What hours are best?
    - ?Letter to editor. Why? When? Turnaround time needed?
    - How to write it – short vs. long.

?Op-ed piece. Why? When? Turnaround time needed?  
What to include, length.

?Event listings. Why? When? Turnaround time needed?

?Story/event glossy magazine. Why? When? Turnaround time needed?

?Radio commentary, i.e., National Public Radio feature.  
Why? When?

?Public Service Announcements. How to get an SCBA number to legitimize your group. What is the proper format? How far in advance do you need them?  
Copy vs. tape.

- c. What's news?
- d. What will reporters come out for, and not?
- e. Reporter follow-up.
- f. Location? Symbolic value? Easy access?
- g. When? What time is best for press? Conflicts?
- h. Materials for a press conference
- i. Key messages/Rehearsal
- j. Monitoring coverage
- k. Using and Building Your Press List

Workshop 2- Key Organizational Messaging

Workshop 3- Public Speaking

Workshop 4- Advisory/News release writing

Workshop 5- Preparing for Interviews

Workshop 6- Ambush interviews

Workshop 7- Framing

Workshop 8- Websites and how to use them

Workshop 9- Outreach to the Ethnic Media

Workshop 10- Using video and photography that the media can use

## **B. Informal Discussion Lectures**

A maximum of four informal discussion lectures with a panel of media may be offered. The informal discussions " should reflect different aspects of the media such as print,

radio, television and online. They informal discussions may not be held in conjunction with a workshop and no more than one informal discussion per month may be scheduled. Time and location of the informal discussions, if any, shall be mutually agreed upon by County and Contractor. Contractor shall provide incentives so as to ensure better attendance at any informal discussion lecture.

### **C. One-on-One Consulting**

Contractor shall provide technical assistance services which shall include quick responses to questions on dealing with the media on specific issues that arise; assistance with writing topical press materials; assistance with framing issues; assistance with writing message points; assistance with placing editorial in appropriate media; or assistance with working with web-based media. Contractor shall provide one-on-one consulting during regular business days and hours only. Contractor shall commence providing this service upon execution of this Agreement.

Process for responding to calls: The questions may be posed via email, by telephone or via facsimile. Contractor shall provide telephone, email and facsimile information for distribution, upon execution of this Agreement.

If the query is more complicated or not deadline oriented, Contractor shall develop answers, send them back by email and encourage the questioner to call if they need more in depth answers. Priority will be given to member agencies of the Commission's Hate Crime Victim Assistance and Advocacy Initiative. Other agency representatives who are invited to take the media advocacy training will be served on a first come/first served basis up to the maximum time budgeted by contractor.

### **D. Evaluation**

Tellem Worldwide shall be responsible for developing appropriate evaluation tools, i.e., pre and post tests, questionnaires or surveys to determine whether the stated goals and objectives of each workshop was met. Contractor will submit evaluation tool at least one week prior to each event for County's approval.

### **Youth Media**

Tellem Worldwide will train up to 30 young people in using the following:

#### **A. Media literacy.**

A very basic overview of how media works, who they are and what they like to cover will be offered for the initial training. Contractor believes that the young people will respond to DJs and television media that they recognize to carry the message to them. Contractor will invite these media representatives as guest speakers so that they themselves can talk about media literacy. Contractors' role would be to facilitate the sessions and provide key information to the media press prior to the sessions. The following information can be discussed: The power of the media and how policy, community, consumer or individual decisions can be influenced by how the media spins the message. Contractor will be responsible for submitting an agenda at least one

week prior to the media literacy workshop for County approval. Contractor will ensure material to be presented is appropriate for the theme and age of participants.

**B. Media Advocacy.**

Contractor will submit a proposed agenda at least one week prior to the workshop for County approval. Included in the agenda should be presentations on how youth can identify certain media markets and use basic publicity skills to influence the media's coverage of issues that affect youth.

**C. Role-play.**

It will be important to provide simulation of interviews to the youth, so Contractor will provide opportunities for youth to do role-play and mock interviews to make sure that they are comfortable and more knowledgeable about how it really feels to make a pitch.

**Other**

Tellem Worldwide will provide a comprehensive calendar for the term of this contract with stated events, topics and consultation hours as described in the scope of work.

Contractor will coordinate all trainings, with help from County staff.

**The following suggested timeline may be used as a guide for scheduling purposes. However, final dates and locations shall be subject to mutual agreement by County and Contractor:**

<b>Deliverable</b>	<b>Start Date</b>	<b>End Date</b>	<b>Evaluation Due</b>	<b>Date Completed</b>
<b>Develop media trainings, calendar, Evaluations</b>	<b>Feb. 2, 2005</b>	<b>Feb. 9</b>	<b>N/A</b>	
<b>1. Basics: Planning to Evaluation</b>	<b>Feb. 14</b>	<b>Feb. 14</b>	<b>Feb. 18</b>	
<b>2. Key Organizational Messaging</b>	<b>Feb. 14</b>	<b>Feb. 14</b>	<b>Feb. 18</b>	
<b>3. Public Speaking</b>	<b>March 14</b>	<b>March 14</b>	<b>March 17</b>	
<b>4. Advisory/News release writing</b>	<b>March 14</b>	<b>March 14</b>	<b>March 17</b>	
<b>5. Preparing for Interviews</b>	<b>April 11</b>	<b>April 11</b>	<b>April 14</b>	
<b>6. Ambush interviews</b>	<b>April 11</b>	<b>April 11</b>	<b>April 14</b>	
<b>7. Framing</b>	<b>May 9</b>	<b>May 9</b>	<b>May 13</b>	
<b>8. Websites and how to use them</b>	<b>May 9</b>	<b>May 9</b>	<b>May 13</b>	
<b>9. Outreach to the Ethnic Media</b>	<b>June 13</b>	<b>June 13</b>	<b>June 16</b>	

<b>10. Using video and photography that the media can use</b>	<b>June 13</b>	<b>June 13</b>	<b>June 16</b>	
<b>Informal Discussion Lectures</b>	<b>Feb. 28 March 28 April 25 June 27</b>		<b>March 2 April 1 April 29 June 30</b>	
<b>One-on-One Consulting</b>	<b>Ongoing</b>	<b>Ongoing</b>	<b>June 30, 2005</b>	

#### **Youth Media Advocacy Training.**

<b>Program</b>	<b>Start Date</b>	<b>End Date</b>	<b>Date completed</b>
<b>Plan and Develop two-step workshop for youth</b>	<b>March 1</b>	<b>April 1</b>	
<b>Media literacy.</b>	<b>June 25</b>	<b>June 25</b>	
<b>Media Advocacy</b>	<b>June 26</b>	<b>June 26</b>	
<b>Evaluation of program</b>	<b>June 30</b>	<b>June 30, 2005</b>	

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## EXHIBIT B

### PAYMENT SCHEDULE

1. Contractor shall submit invoices for County approval based on the billing provisions set forth in Paragraph 4, BILLING AND PAYMENT, of this Agreement.
  - A. Workshops  
\$3,000 per 4 hour workshop (inclusive of all preparation costs)  
Maximum ten (10) sessions.
  - B. Informal Discussion Lectures  
\$1,250 per Lecture (inclusive of all preparation costs)  
Maximum of four (4) lectures, no more than one per month.
  - C. Consulting Services  
\$500 per month, inclusive of all costs
  - D. Youth Media Training  
\$8,999 upon successful completion of the two-part youth media advocacy training and evaluation.

#### CONTRACT MAXIMUM SUM:

The maximum contract sum shall not exceed:

\$30,000 total for Workshops

\$5000 total for Informal Discussion Lectures

\$2500 total for Consulting Services

\$8,999 total for Youth Media Training

#### MAXIMUM TOTAL not to exceed: \$46,499

Contractor shall only bill for those workshops, informal discussions and youth media training which it actually completes. Moreover, in the event time, logistical constraints, or other reasons, prevent County and Contractor from mutually agreeing to a schedule for any session, then County shall be under no obligation to pay for any session which is not scheduled or completed prior to the expiration of the term of this Agreement.

County, in accordance with Paragraph 4, Billing and Payment, may withhold payment for failure to perform services, or inadequacies of services provided, which shall be determined at County's sole discretion.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

Copy must be forwarded to Connie De La Torre, Los Angeles County Human Relations Commission, 1184 Hall of Records, 320 W. Temple St., Los Angeles, CA 90012.

**PRINCIPAL OWNER INFORMATION FORM**

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Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural person who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUALL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

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To: District Attorney Bureau of Family Support Operations  
Special Projects  
P. O. Box 911009  
Los Angeles, CA 90091-1009  
**FAX: (323) 869-0634**  
**832-7276**

**Telephone: (323) 832-7277 or (323)**

**Contractor or Association Name as Shown on Bid or**

**Proposal:**\_\_\_\_\_

**Contractor or Associated Member name, if Contractor is an**

**Association:**\_\_\_\_\_

**Contractor or Associated Member**

**Address:**\_\_\_\_\_

\_\_\_\_\_

**Telephone:**

\_\_\_\_\_ **FAX:**\_\_\_\_\_

**County Department Receiving Bid or**

**Proposal:**\_\_\_\_\_

**Type of Goods or Services To Be**

**Provided:**\_\_\_\_\_

**Contract or Purchase Order No.** (if  
applicable):\_\_\_\_\_

**Principal Owners:** Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.  
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

<u>Name of Principal Owner</u>	<u>Title</u>	<u>From</u>
<u>Payment Received</u>		
<u>Contractor</u>		
1) _____		[YES]
[NO]		
2) _____		[YES]
[NO]		
3) _____		[YES]
[NO]		

***I declare under penalty of perjury that the foregoing information is true and correct.***

By:\_\_\_\_\_

Date:\_\_\_\_\_

(Signature of a principal owner, an officer, or manager for submission of the bid or proposal to the County.)

**ATTACHMENT B**

(Print Name)  
(Print Title/Position)



CHILD SUPPORT COMPLIANCE PROGRAM  
CERTIFICATION

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Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

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I, (print name as shown in bid or proposal) \_\_\_\_\_, hereby submit this certification to the (County department) \_\_\_\_\_, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) \_\_\_\_\_, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) \_\_\_\_\_

---

is in compliance with the Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to

applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

***I declare under penalty of perjury that the foregoing is true and correct.***

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month and Year)

at: \_\_\_\_\_  
(City/State) (Telephone No.)

by: \_\_\_\_\_

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations  
Special Projects  
P. O. Box 911009  
Los Angeles, CA 90091-1009  
**FAX: (323) 869-0634**      **Telephone: (323) 832-7277 or (323) 832-7276**